

AGREEMENT BETWEEN
OHIO DEPARTMENT OF PUBLIC WELFARE
AND
OHIO DEPARTMENT OF MENTAL HEALTH
AND
OHIO DEPARTMENT OF MENTAL RETARDATION/DEVELOPMENTAL DISABILITIES
FOR THE PROVISION OF
ANCILLARY LABORATORY SERVICES TO
ELIGIBLE TITLE XIX RECIPIENTS IN ODMR/DD FACILITIES

The following agreement is entered into by the parties named above for the purpose of providing Title XIX reimbursement of laboratory services performed by the Ohio Department of Mental Health on behalf of eligible Title XIX recipients in Ohio Department of Mental Retardation facilities.

I DEFINITIONS

DGA - Division of General Administration. A division of ODMH which will provide laboratory services under this agreement.

ELIGIBLE INDIVIDUALS - For the purposes of this agreement, defined as individuals who are currently eligible for Title XIX benefits and who reside in ODMR/DD facilities.

ICF-MR - Intermediate care facility for the mentally retarded or persons with related conditions.

ODMH - Ohio Department of Mental Health.

ODMR/DD - Ohio Department of Mental Retardation/Developmental Disabilities.

ODPW - Ohio Department of Public Welfare.

OPAM - Ohio Public Assistance Manual.

TITLE XVIII - The Medicare Program.

TITLE XIX - The Medicaid Program.

II RESPONSIBILITIES

A. ODPW

1. Determine Title XIX eligibility of the mentally retarded and developmentally disabled according to the provisions of the Ohio Public Assistance Manual (OPAM), applicable federal regulations, and the Ohio Title XIX State Plan. Such determinations shall be made in a timely fashion as specified in the OPAM and all other requirements of the OPAM (e.g., confidentiality, right to hearing, right to written notice of decision, etc.) shall apply equally to the mentally retarded/developmentally disabled as they do to any other applicant/recipient.
2. Recognize as a medical provider of laboratory services the Division of General Administration of ODMH. Execute a provider agreement with and assign a provider number to said division.
3. Supply to DGA, as well as to ODMH central office, all relevant and current material related to the administration and control of Title XIX reimbursement for laboratory services in a timely manner. This material will include but not be limited to rules, regulations, procedures, handbooks, and direct entry specifications.
4. Process laboratory claims from ODMH's Division of General Administration based upon reimbursement criteria identified in the material described in paragraph A. 3., above. Upper limits for payment will be the lesser of the federal share of DGA's usual and customary charge or the federal share of ODPW's maximum allowable fee for each service.
5. The federal share of allowable laboratory claims will be remitted to ODMH through interagency funds transfer. If claim volume exceeds 800 per month on a regular basis, as determined by ODPW, ODMH will thereafter submit claims on magnetic tape for automated processing. ODMH will submit such tapes at the same time as ODMH submits other tapes for payment of Medicaid services rendered to eligible individuals. If tape billing is instituted, ODPW will effect funds transfer at the same time funds transfers for other Medicaid services are made. Even if claims volume does not exceed 800/month ODMH may choose to switch to magnetic tape billing upon one month's written notice to ODPW.
6. Payment for Medicaid eligible laboratory services rendered under this contract are contingent upon:
 - a. the availability of federal funds;

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 App'd 10/19/83 off 7/1/83
 Date _____
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- b. federal approval of this agreement as a Title XIX State Plan Amendment, and
- c. compliance by ODMH and ODMR/DD with information and audit requirements specified in paragraph II B. and II C. of this agreement.

B. ODMH & DGA

- 1. Comply with ODPW requirements for facility certification, i.e., to maintain certification under Title XVIII as an independent laboratory.
- 2. Comply with the terms of the ODPW provider agreement.
- 3. Accurately transfer information provided by ODMR/DD to proper billing format. Accurately code laboratory invoices according to CPT code sequences currently used by ODPW.
- 4. Maintain records in accordance with federal requirements. That is, records related to services performed on behalf of eligible individuals will be retained for a period of three years or, if an audit has been started before or during those three years, until such audit is completed and all exceptions are resolved.
- 5. Records maintained should:
 - a. provide proof of test procedures performed and billed,
 - b. show costs on an individualized per test basis, and
 - c. provide proof of costs on which the per-test cost is based.
- 6. Maintain records in order to provide ODMR/DD and its individual facilities information regarding:
 - a. tests performed and billed,
 - b. payments by Title XVIII, and
 - c. payments by Title XIX.

C. ODMR/DD

- 1. Provide weekly all information requested to enable DGA to properly complete all necessary forms for claim submittal including:

- a. patient's full name,
 - b. patient's ODMR/DD number,
 - c. patient's Medicare and/or Medicaid number,
 - d. patient's birthdate,
 - e. diagnosis codes as necessary,
 - f. physician's full name and Medicaid provider number,
 - g. diagnosis/nature of illness, injury for use in block 23 of HCFA 1500.
2. Provide to ODMH the state share of funds to match federal Title XIX dollars transferred from ODPW to ODMH as a result of laboratory claims made.
 3. Maintain records related to provision of and payment for laboratory services to Title XIX residents for a period of three years or, if an audit has been started before or during those three years, until such audit has been completed and all exceptions are resolved.

III CONFIDENTIALITY

The confidentiality of all records and patient identification information shall be maintained in accordance with federal and state laws, federal regulations, and the rules of each department.

IV NONDISCRIMINATION

There shall be no discrimination in the performance of this contract by any party hereto against any client or consumer or any employee because of race, color, sex, religion, national origin or any other factor as specified in the Civil Rights Act of 1964 and Chapter 4112 of the Ohio Revised Code and Subsequent Amendments.

V FEDERAL REDUCTIONS AND/OR AUDIT EXCEPTIONS

- A. ODPW shall be responsible for receiving, replying to and arranging compliance with any federal reduction or federal or state audit exceptions directly related to the provisions of this contract.

- B. ODPW shall immediately inform ODMH and ODMR/DD in writing of any proposed reduction or audit exceptions. The three parties hereto will then work together to establish the state of Ohio's response with regard to each reduction or audit exception in such manner and within such time frame as appropriate law allows.
- C. Upon receipt of any notice of a reduction or audit exception related to the provisions of this contract, ODPW will reduce by an amount equal to the amount disallowed or deferred payments made in response to ODMH monthly billing tapes until such time as the full amount is recovered.
1. If subsequently the state's position is upheld on appeal, funds withheld in this manner shall be restored to ODMH upon availability of FFP.
 2. If subsequently the reduction or audit exception stands and it is determined by ODPW that ODPW was at fault, funds withheld in this manner shall be restored to ODMH upon availability of FFP.
 3. If subsequently the reduction or audit exception stands and it is determined by ODPW that ODPW was not at fault, it will be the responsibility of ODMH and ODMR/DD to determine their respective liability.

VI MISCELLANEOUS

A. Effective Date

Contingent upon federal approval of this contract as a state plan attachment and the availability of federal funds, this contract shall be effective from July 1, 1983 to June 30, 1984. This contract may be amended at any time by written signed consent of the parties hereto.

B. EXTENSION

Upon mutual written, signed consent, this contract may be renewed for a period not to exceed one year.

C. PARTIAL INVALIDITY

A judicial or administrative finding, order or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the agreement.

D. RESOLUTION OF DISPUTES

In the event of any disagreement by or between the parties concerning the intent, construction or implementation of this agreement, the parties agree to resolve their differences at the administrative level. However, in the event that mutual resolution is not possible, final disposition rests with the director of ODPW.

E. TERMINATION

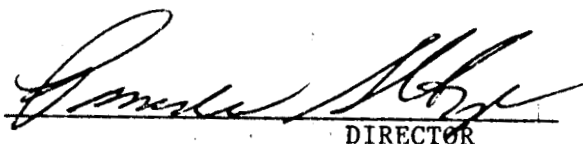
Any party hereto may terminate this agreement at any time upon 30 days written notice to the other parties, provided the effective date of the termination is the last day of a month. ODPW will process and pay claims for services provided during the 30 day termination period which were unavoidable, i.e., requested or begun prior to the date of the termination notice.

However, in the event that no federal funds are available to carry out the purposes of this contract or the Title XIX program is otherwise no longer extant within the state during the term of this contract, this contract is terminated effective the date federal funds are no longer available.

F. ENTIRETY OF AGREEMENT

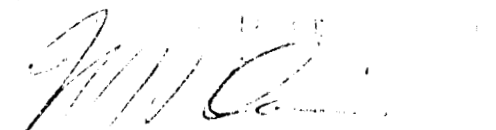
The foregoing constitutes the final written expression of agreement between the parties. Prior inconsistent oral agreements are hereby superseded.

In Witness whereof, the parties have hereonto affixed their signatures.

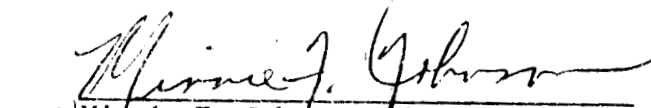

DIRECTOR

ODMH

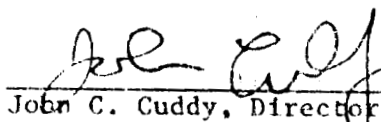
7/17/83
DATE


William H. Davis, COMMISSIONER
ODMH, DIVISION OF GENERAL
ADMINISTRATION

7-28-83
DATE


Minnie F. Johnson, Ph.D., DIRECTOR
ODMR/DD

7-27-83
DATE


John C. Cuddy, Director
ODPW

DATE

83-36 Rec'd 9/26/83
Approved 10/19/83 ff 7/1/83
Send ☐ Do not
Date
Supersedes
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